

**APPENDIX B  
STATEMENT OF WORK  
(SOW)**

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## **APPENDIX B STATEMENT OF WORK**

### **1.0 BACKGROUND INFORMATION**

- 1.1 This Statement of Work outlines the services as illustrated below in Paragraph 3.0 - Specific Tasks required to operate the Specialized Transportation Resources and Information for the Disabled and Elderly ("STRIDE") – Escort Driver services to eligible Clients as mandated by the New Freedom Program as codified at 49 USC 5317; as well as all applicable STRIDE requirements, including those established by the Federal Transit Administration; and additional service standards established by the Los Angeles County Metropolitan Transportation Agency ("LACMTA") and Community and Senior Services ("County") Program Memoranda/Directives. Contractor is obligated to provide STRIDE Services ("Services") as described herein.
- 1.2 STRIDE provides escort driver services to eligible clients, and includes door-assistance transportation, as further described in Paragraph 3.1 below, in conjunction with companionship services.

### **2.0 ELIGIBILITY CRITERIA**

- 2.1 The U.S. Department of Transportation ("DOT"), Federal Transit Administration ("FTA") determines the eligibility criteria for STRIDE. Unless otherwise expressly indicated in this Contract or by Federal, State, or local law, Contractor shall only provide Services to eligible individuals.
- 2.2 Individuals are eligible to be a Client and receive Services when they meet one of the following criteria:
  - 2.2.1 Frail Older Individual
    - 2.2.1.1 "Frail", as defined in Section 7119 of Title 22 Code of Regulations (22 CCR 7119), applies to an Older Individual that is determined to be functionally impaired because the individual either:
      - 2.2.1.1.1 Is unable to perform at least two Activities of Daily Living (ADL) including bathing, toileting, dressing, feeding, breathing, transferring and mobility and associated tasks, without substantial human assistance, including verbal reminding, physical cueing, or supervision; or,

- 2.2.1.1.2 Due to a cognitive or other mental impairment, requires substantial supervision because the Older Individual behaves in a manner that poses a serious health or safety hazard to the individual or to others.
  - 2.2.1.2 Older Individual: An individual who is sixty (60) years of age or older (see Appendix A - Sample Contract - Exhibit J – Definitions).
- 2.2.2 Individual with a Disability who is eighteen (18) years of age or older
  - 2.2.2.1 Individual with a Disability: An individual, who because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheel-chair user or has semi-ambulatory capability), cannot use effectively, without special facilities, planning, or design, public transportation service or a public transportation facility (49 USC 5302(a)(5)).

### 3.0 SPECIFIC TASKS AND REQUIREMENTS

- 3.1 Contractor shall operate a Door-Assistance (consisting of both door-to-door and door-through-door assistance as explained below) escort transportation program within Los Angeles County.
  - 3.1.1 Door-to-Door: A form of escorted transportation service that includes Client assistance between the vehicle and the door of the Client's home or other destination but does not entail the Escort Driver going inside the home or other destination.
  - 3.1.2 Door-Through-Door: A hands-on Service for Clients with significant mobility limitations in which an Escort Driver helps Clients through the doors of their residences or destinations and may provide assistance with belongings (putting away groceries, tying shoes, assuring that the home is locked, etc.).
- 3.2 Contractor shall have a current certificate, permit or registration with the California Public Utilities Commission ("CPUC").

- 3.2.1 Contractor must be enrolled in the Department of Motor Vehicles' ("DMV") Employer Pull Notice Program ("EPN").
- 3.3 Contractor shall supply Escort Drivers:
  - 3.3.1 An "Escort Driver" provides Clients with transportation in conjunction with companionship services. Escort Drivers will assist with limited care-giving functions such as dressing (i.e., tying shoes, putting on a jacket), getting to the vehicle, grocery shopping assistance, filling out paper work, etc. Escort Drivers will also wait with Clients as needed. Upon returning to the home of the Client, Escort Drivers will assist Clients to safely enter and assist with any belongings Client is bringing into the home.
  - 3.3.2 Contractor shall also make provisions for maintaining vehicle accessibility features (e.g., ramps, lifts, etc.), service animals, service to persons with respirators or portable oxygen, announcements of stops on fixed route service, and any other requirements in 49 CFR Part 37, Subpart G.
- 3.4 When providing Services, Contractor's Escort Driver shall:
  - 3.4.1 Have a valid & current state driver's license.
  - 3.4.2 Perform a daily pre-trip inspection before performing Services to ensure the vehicle is inspected for compliance with safety requirements (e.g., proper tire inflation and tire wear; properly functioning headlamps, taillights, and turn-signal indicators; functional seat belts, windshield wipers, check fluid levels and leaks, functional vehicle safety features, etc.) and have a properly functioning communication device that can be used to communicate with Contractor's dispatch personnel.
    - 3.4.2.1 At a minimum, Escort Driver shall inspect and verify daily that any vehicle used to provide Services under this Contract has:
      - 3.4.2.1.1 Current and valid registration and insurance;
      - 3.4.2.1.2 Fully functional heating and cooling ventilation systems;
      - 3.4.2.1.3 Fully functional and accessible seats for all passengers and driver;

- 3.4.2.1.4 Fully functional doors and handles on all doors;
  - 3.4.2.1.5 Fully functional speedometer;
  - 3.4.2.1.6 Fully functional horn, headlamps and taillights, turn signals, and windshield wipers;
  - 3.4.2.1.7 Fully functional wheelchair lifts, locks, racks, and/or ramps, or other vehicle accessibility and safe travel features.
  - 3.4.2.1.8 Intact and fully functional rearview mirrors; and,
  - 3.4.2.1.9 Safe tires with adequate tread depth (i.e., tires are inflated according to the tire manufacturer's specifications, and that the tires in use meet the vehicle manufacturer's recommended type and inflation pressure levels; check for uneven tread wear and uneven wear between front and back tires; ensure there are no exposed steel belts or bulges on the side walls, etc.).
- 3.4.2.2 Escort Driver shall maintain a daily log confirming vehicle inspection and shall not use any vehicle for Services that do not meet the requirements herein.
- 3.4.3 Escort Driver shall not, at any time, travel with more passengers than vehicle may safely accommodate, and in no case shall Escort Driver travel with more than five passengers in vehicle.
- 3.4.4 Call 911 immediately if Client is in need of medical services.
- 3.4.5 Assist the Client to and from the vehicle and ensure the Client is properly secured in the vehicle (e.g., seat belts, wheel chair locks, etc.).
  - 3.4.5.1 Ensure any children in the vehicle are seated in an approved child restraint seat or, for children that are no longer required to use a child restraint seat, are seated correctly in a rear-seat, away from a front-end airbag.
- 3.4.6 Not accept gratuities, favors, gifts, or anything of monetary value from Clients.

- 3.4.7 Wear a photo identification badge in accordance with the requirements of Appendix A (Sample Contract) Paragraph 7.3 – Contractor’s Staff Identification. At a minimum, the identification badge shall include the name of Contractor, name of the Escort Driver and the Contractor’s CPUC permit, license or registration number.
- 3.4.8 Maintain a daily trip log as provided by the County; ensure Services are provided within 24 hour notice from County; accommodate the special needs of the Client; and document all changes(s) made to the original trip plan.
  - 3.4.8.1 Prior to arrival, Contractor shall call to confirm the trip details with the Client, especially any special requirements (i.e., assistance with wheelchair, service animals, etc.).
  - 3.4.8.2 If the Client cancels the appointment or is a “no show” cancellation, Contractor must inform County’s Mobility Manager immediately and the cancellation must be documented in the Client’s file.
  - 3.4.8.3 Escort Driver shall arrive at the Client’s location within five minutes of the scheduled arrival time.
  - 3.4.8.4 Escort Driver arrival and departure times shall be communicated and verified by the Project Director or designee.
    - 3.4.8.4.1 Escort Driver shall document each instance (arrival and departure) the Escort Driver enters the home of the Client and shall document in the Client file a description of the Services rendered in the home of the Client.
    - 3.4.8.4.2 Schedule changes are at the discretion of the Project Director or designee.
    - 3.4.8.4.3 Contractor shall document schedule changes approved by the Project Director and the reason for the change in the Client’s file.
- 3.4.9 Operate the vehicle safely at all times; obey all posted street and highway signs and all applicable requirements of the California Vehicle Code.

- 3.5 Contractor will provide all vehicles and equipment necessary to perform Services herein.
- 3.6 At a minimum, Contractor's vehicles shall meet the following minimum standards:
  - 3.6.1 Current and valid registration and insurance;
  - 3.6.2 Functional heating and cooling ventilation systems;
  - 3.6.3 Functional and accessible seats for all passengers and driver;
  - 3.6.4 Functional doors and handles on all doors;
  - 3.6.5 Working speedometer;
  - 3.6.6 Fully functional horn, headlamps and taillights, turn signals, and windshield wipers;
  - 3.6.7 Fully functional wheelchair lifts, locks, racks, and/or ramps, or other vehicle accessibility and safe travel features.
  - 3.6.8 Intact and fully function rearview mirrors; and,
  - 3.6.9 Safe tires with adequate tread depth (i.e., tires are inflated according to the tire manufacturer's specifications, and that the tires in use meet the vehicle manufacturer's recommended type and inflation pressure levels; check for uneven tread wear and uneven wear between front and back tires; ensure there are no exposed steel belts or bulges on the side walls, etc.).
- 3.7 Contractor shall maintain a record of Escort Driver's daily log confirming vehicle inspection and shall not permit the use any vehicle for Services that does not meet the requirements herein in accordance with the record keeping requirements of this Contract, as listed in Appendix A (Sample Contract) Paragraph 8.38 - Record Retention and Inspection/Audit Settlement.
- 3.8 Contractor shall maintain all records of vehicle maintenance, and all records for vehicle repairs needed to return vehicle for use to provide Services under this contract, in accordance with the record keeping requirements of this Contract, as listed in Appendix A (Sample Contract) Paragraph 8.38 - Record Retention and Inspection/Audit Settlement.



- 3.9 Contractor shall be solely responsible for all traffic violation related payments or legal proceedings, including any resultant fines, penalties or judgments, incurred related to Contractor's performance under this Contract.
- 3.10 Contractor will report every Service-related accident, no matter how minor, even if there is no apparent damage or injury. Accidents shall be reported to County by telephone and in writing or email within twenty-four (24) hours of the occurrence. Contractor shall provide to County, if available, the police report, insurance appraisals, and claims. Contractor shall also maintain all records documenting every accident even if there is no apparent damage or injury, in accordance with the record keeping requirements of this Contract, as listed in Appendix A (Sample Contract) Paragraph 8.38 - Record Retention and Inspection/Audit Settlement.
- 3.11 The use of commercial vehicles requiring a Commercial Driver's License may not be used unless approved by County. Contractors approved to use commercial vehicles will be required to follow all applicable federal, state and local laws and regulations.

#### 4.0 ADDITIONAL REQUIREMENTS

- 4.1 Contractor shall be reimbursed by the Unit Rate agreed upon by the County and Contractor as stated in Appendix A (Sample Contract) Exhibit C - Mandated Program Services.
- 4.2 Contractor must have written procedures to protect the confidentiality and privacy of all Client information collected in accordance with Title 22 CCR 7500(b).
- 4.3 Contractor shall coordinate with County's Regional Mobility Manager or designee with the following:
  - 4.3.1 Determination of Client Eligibility;
  - 4.3.2 Provide Services within twenty-four (24) hours of advance notice from County;
  - 4.3.3 Consultation of transportation options for Clients; and,
  - 4.3.4 Entering Client information, including demographic data, and transportation Services into an electronic database.

#### 5.0 CONTRACTOR PERSONNEL

- 5.1 PROJECT DIRECTOR – Contractor's staff must include a Project Director

5.1.1 Responsibilities:

- 5.1.1.1 The Project Director shall plan, organize and direct all administrative and operational activities related to the Program and ensure all Services are delivered under this Contract and within the established time frames specified by County.
- 5.1.1.2 The Project Director or designee shall have full authority to act on behalf of Contractor on all contract matters relating to the daily operations of this Contract.
- 5.1.1.3 The Project Director or their designee shall be available to County during all hours of operation to oversee the daily activities.
- 5.1.1.4 The Project Director shall serve as the coordinator/liaison for all Services under this Contract, ensuring that any overall communications relevant to the provision of Services to Clients are conveyed to the appropriate personnel.
- 5.1.1.5 The Project Director shall ensure all Escort Drivers complete a U.S. Department of Justice background check covering the past ten (10) years.
  - 5.1.1.5.1 Escort Drivers who have lived in another State within the past ten (10) years must have a similar background check from those States as well.
- 5.1.1.6 The Project Director will review the performance and make recommendations on the Escort Driver's continued employment with Contractor. The annual review shall include:
  - 5.1.1.6.1 Comments and/or suggestions from Clients and County; and,
  - 5.1.1.6.2 Ensure each Escort Driver maintains a good driving record, which is defined as having no more than one point, as established by the California Department of Motor Vehicles, in the preceding thirty-six (36) calendar-month period.

- 5.1.1.7 Project Director shall immediately remove Escort Drivers from performing Services who have committed any acts stated in Paragraph 5.36 and all violations reported through the EPN.
- 5.1.1.8 In accordance with Contractor's vehicle responsibilities identified above, Project Director shall ensure all vehicles are in working condition and properly maintained as demonstrated by inspection reports or service records. Project Director shall ensure any vehicle that is not road-worthy or safe to operate will immediately be removed from Service duties until repaired and certified for return to Service.
- 5.1.1.9 Project Director shall ensure that any Escort Driver that does not possess a valid California Driver's License or is accused of operating a vehicle while under the influence of any drug or alcohol is immediately removed from Service duties pending restoration, or in the case of an unlicensed driver, receipt, of their Driver's License. In any instance where an Escort Driver is accused of operating a vehicle while under the influence or driving with a valid state driver's license, the Escort Driver shall not be allowed to perform Services under this Contract until the matter is dismissed or adjudicated, and the result of any adjudication is an acquittal.
- 5.1.1.10 Project Director shall also ensure that a live telephone contact with Contractor's staff is available to Clients, referral sources, and County during Contractor's hours of operation.
- 5.1.1.11 Project Director shall ensure that each of Contractor's site(s) have a telephone answering machine or voice mail system in place during non-business hours.
- 5.1.1.12 Contractor's staff shall respond to all phone calls and phone messages within twenty-four (24) hours of receiving the phone call or message.

5.2 Minimum Education, Experience and Qualifications:

5.2.1 A minimum of five (5) years of experience supervising transportation services or a related field.

5.2.2 The Project Director must demonstrate the following:

5.2.2.1 Ability to speak, read, write, and understand English fluently;

5.2.2.2 Ability and experience to provide guidance on decisions requiring judgment; and,

5.2.2.3 Ability and experience evaluating the performance of Escort Drivers based on established criteria.

5.3 ESCORT DRIVER – Contractor's staff must include Escort Drivers. Paid or volunteer Escort Drivers must meet the following requirements.

5.3.1 Escort Drivers must have a minimum of two years of paid drivers experience with a minimum of one year of experience transporting passengers.

5.3.2 Escort Drivers must be enrolled in the DMV's EPN.

5.3.3 Escort Drivers must possess a current, valid, State of California-issued vehicle operator license appropriate for the vehicle being operated. If insurance is not provided by Contractor, Escort Driver shall have insurance coverage as stated in Appendix A (Sample Contract) Subparagraph 8.25 - Insurance Coverage.

5.3.4 Escort Drivers must be able to:

5.3.4.1 Speak, read, write, and understand English fluently;

5.3.4.2 Ensure the safe and proper handling of Clients to and from vehicles; and,

5.3.4.3 Read and comprehend written materials including assignment routes, road maps and all road signs.

5.3.5 Contractor will not employ Escort Drivers who have a record of violent crimes or any other felony convictions.

- 5.3.6 Contractor shall not utilize or hire Escort Drivers if they have a record of any of the following:
  - 5.3.6.1 Driving under the influence of drugs or alcohol;
  - 5.3.6.2 Reckless driving/driving to endanger;
  - 5.3.6.3 Leaving the scene of an accident;
  - 5.3.6.4 Driving without a license;
  - 5.3.6.5 Driving with a suspended license;
  - 5.3.6.6 Repeated moving violations or accidents, no more than one point or accident in the preceding thirty-six (36) calendar-month period;
  - 5.3.6.7 Driving without required insurance coverage; and,
  - 5.3.6.8 Driving an unregistered vehicle.
- 5.3.7 Contractor shall ensure all Escort Drivers performing Services described in this SOW are trained in basic vehicle maintenance, traffic safety, customer service, identifying abuse (physical, neglect or financial), certified in CPR and first-aid training, all at the cost of the Contractor.

#### 5.4 USE OF VOLUNTEER SERVICES

- 5.4.1 Volunteers may be recruited, trained, and used by Contractor to expand the provision of Services. Volunteers must be appropriately qualified for the responsibilities Contractor intends to assign them to prior to beginning those responsibilities. Volunteers shall be the sole responsibility of Contractor and shall report to the Project Director or another employee of Contractor as designated by the Project Director. If possible, Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or Clients (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in a community service setting.

## 6.0 FISCAL

### 6.1 Matching Share

- 6.1.1 Contractor shall provide at least a 25% match (contribution) of its Maximum Annual Contract Sum/Expenditures as funded by County in accordance with the provisions of Appendix A (Sample Contract) Exhibit B - Budget. The matching share may be in cash or an in-kind contribution or compensation thereof.
- 6.1.2 In-kind contributions are property or services provided by Contractor which benefit a contract-supported project or program and which are contributed by non-federal entities without charge to the Contractor.
- 6.1.3 The criteria for establishing the value on non-cash items shall be Fair Market Value, and in the case of Volunteer Services, shall be Fair Market Value of Services.

### 6.2 Closeout Reports

- 6.2.1 Within thirty (30) days of the end of each Fiscal Year, Contractor shall prepare and submit a Closeout Report in the form and manner designated by County. The Closeout Report shall include the reporting of expenses and accruals through the last day of the Fiscal Year.
- 6.2.2 If this Contract is terminated or cancelled prior to the end of the Term of Contract, the Closeout Report shall be for that Contract period which ends on the termination or cancellation date. Contractor shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

### 6.3 Program Income Statement Report

- 6.3.1 Program Income (see Appendix A (Sample Contract) Exhibit J - Definitions includes, but is not limited to:
  - 6.3.1.1 Income from usage or rental fees of real or personal property acquired with Contract Funds;

- 6.3.1.2 Royalties received on patents and copyrights from Work activities under this Contract; proceeds from the sale of items fabricated under terms of this Contract; and,
  - 6.3.1.3 Fees or donations earned from the provision of Services performed under this Contract.
- 6.3.2 Contractor shall adhere to the Program Income requirements outlined in the applicable OMB Circulars and CFR that pertain to Contractor's organization (i.e., OMB Circular A-102, OMB Circular A-110 (2 CFR Part 215), Title 29 CFR Part 95, or Title 29 CFR Part 97).
- 6.3.3 The use of Program Income requires prior written approval from County's Contract Manager.
- 6.3.4 Contractor shall prepare an annual Program Income Statement Report ("Report") on Contract revenues versus expenditures to identify the amount of Program Income. The Report shall be amended by Contractor if adjustments are required due to any new information received after the filing of the Report.
  - 6.3.4.1 The Report shall be submitted along with the Closeout Report in the form, manner, and timeline designated by County.
- 6.3.5 Plan for Disposition of Program Income
  - 6.3.5.1 If Contractor's Program Income Statement Report identifies Program Income, Contractor shall prepare and submit a Plan for Disposition of Program Income (hereafter referred to as "Plan"). The Plan shall be completed and submitted in the form and manner designated by County within thirty (30) days after the Program Income Statement Report, as specified in 6.3.1, is due.
  - 6.3.5.2 The Plan shall be reviewed by County for final approval. The Plan shall be amended by Contractor as soon as possible if the Program Income Statement Report is amended.
  - 6.3.5.3 Program Income shall be spent on line items identified by Contractor in the Plan (upon County's approval of the Plan).

6.3.6 Final Report on Disposition of Program Income

6.3.6.1 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, Contractor must submit a Final Report on Disposition of Program Income ("Final Report") to County in the form and manner designated by County.

6.3.6.2 If the Final Report is not submitted on the scheduled date, County has the sole discretion to extend the completion date, renegotiate the Plan for Disposition of Program Income, recapture the balance of the unexpended Program Income, or pursue any other remedies available to County under this Contract.

6.3.7 Cash Reserve

6.3.7.1 Contractor must maintain a Cash Reserve equal to the amount it would cost to operate the Program for two (2) months. Grant funds may not be included in the Cash Reserve. Program Grant Funds may not be included in the Cash Reserves.

6.3.8 Method of Compensation Adjustment

6.3.8.1 County, at its sole discretion, may alter the method of payment from full reimbursement for Units of Service completed to an amount equal to one-twelfth (1/12) of the Maximum Annual Contract Sum amount per month, if it appears that Contract Funds will be completely drawn down prior to the full term of this Contract.

7.0 PROGRAM PERFORMANCE/REALLOCATION OF CONTRACT FUNDS

7.1 Contractor is required to provide 100% of Services and expend 100% of the Maximum Annual Contract Sum contracted for and as stated in Appendix A (Sample Contract), Appendix A (Sample Contract) Exhibit B – Budget, and Appendix A (Sample Contract) Exhibit C - Mandated Program Services.

7.2 A new or updated Appendix A (Sample Contract) Exhibit B – Budget and Appendix A (Sample Contract) Exhibit C - Mandated Program Services shall be completed by Contractor and provided to County prior to the beginning of each Fiscal Year.



- 7.3 Contractor's performance and spending of Contract Funds will be evaluated during each Fiscal Year. Services and Contract Funds (see Appendix A (Sample Contract) Exhibit J – Definitions) may be reallocated if Contractor fails to either provide 95% of Services and/or expend 95% of the Maximum Annual Contract Sum allocated under this Contract, as provided in Appendix A (Sample Contract) Exhibit B - Budget and/or Exhibit C - Mandated Program Services.
- 7.4 Contractor's Services and Contract Funds may be reduced and reallocated to other Contractors that are performing and/or expending at a higher level/rate and qualify for increases in its Services and Maximum Annual Contract Sum. Additionally, County, at its discretion, may reduce Contractor's Services and Maximum Annual Contract Sum paid thereon in the following Fiscal Year to more accurately reflect Contractor's level of performance/expenditure.
- 7.5 Contractor acknowledges that this Contract includes Performance Requirements Standards that will measure Contractor's performance related to the Program. The following identifies the standards Contractor is responsible for meeting:
  - 7.5.1 Number of rides per fiscal year (as measured by one-way passenger trips and one-way vehicle trips) provided for Clients, resulting from Services provided by Contractor.
  - 7.5.2 Increase or enhancements related to geographical coverage, Service quality and/or Service times that impact availability of Services for Clients that may benefit from the integration and coordination of Services.
  - 7.5.3 Vehicle utilization and Service response time for trips involving Client's in general, and for trips involving wheelchairs in particular, who may benefit from the integration and coordination of Services.

## 8.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

- 8.1 Contractor shall establish procedures to record and ensure the accuracy and authenticity of the number of eligible Services provided each day. Contractor shall ensure the actual date(s) of Service(s) is/are rendered, tracked, documented, and reported.
  - 8.1.1 Contractor shall track all Contract Funds and shall provide a comprehensive report of Contract Funds during audits as indicated in Appendix A (Sample Contract) Paragraph 8.38 - Record Retention and Inspection/Audit Settlement.

- 8.1.2 Contractor shall maintain all records and reports, consistent with Appendix A (Sample Contract) Paragraph 8.38 - Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County, or their designee.
- 8.1.3 All information, records, data elements, and print-outs collected and maintained for the operation of the Program and Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Appendix A (Sample Contract) Paragraph 7.5 - Confidentiality; California Welfare and Institutions Code Section 10850; 45 CFR Section 205.50; California Information Practices Act of 1977; and all other applicable laws and regulations and amendments thereto.
- 8.1.4 Contractor will maintain all relevant background check documentation, DMV driving records, CA Driver's License/Identification Card, and any other certification required by County for each Escort Driver assigned to this program in a secured, employee personnel file, which is to be made available to County upon request.

## 9.0 CUSTOMER SATISFACTION SURVEYS

- 9.1 Contractor shall conduct an annual Customer Satisfaction Survey ("Survey") to evaluate the Services provided by Contractor. Contractor must forward the original to County and also retain a copy on file and accessible to County for review. The results of the Surveys will be used by Contractor to make quality improvements in Services provided to all Clients. Contractor may be asked by County to comply with and develop other outcome measures.
- 9.2 If Contractor already has an existing survey, the required Customer Satisfaction Survey shall be added at the end of Contractor's survey when distributed to the Client. The Survey is mandatory; however, individual Contractor surveys are optional.
- 9.3 The Survey shall be disseminated to all Clients each Fiscal Year, and tallied by Contractor during the closeout period.

## 10.0 QUALITY CONTROL PLAN

Contractor shall establish and utilize a comprehensive Quality Control Plan ("QCP") to assure County a consistently high level of Service throughout the term of this Contract. The QCP shall be retained on file at Contractor's main administrative

office and shall be provided to County immediately upon request. The QCP shall include, but not be limited to, the following:

- 10.1 A description of the method used by Contractor to monitor the delivery of Services as specified by this Contract.
- 10.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completion of the corrective action.

#### 11.0 CONTRACT MANAGEMENT SYSTEM

- 11.1 County has developed the Contract Management System Gateway ("System"), an automated system that allows County to electronically administer and manage the work specified in this Contract. County has implemented the System and Contractor shall use the System to perform its administrative contracting functions as directed by County.
- 11.2 County has established policies concerning the access, use, and maintenance of the System. Contractor shall adhere to these policies, which include Appendix A (Sample Contract) Exhibit R - Contract Management System – Contractors Gateway Terms and Conditions of Use instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor's noncompliance with these policies may subject Contractor to denial of access to the System, suspension of payment(s), termination of the Contract, and/or other actions which County may take at its sole discretion under the terms of this Contract or applicable law or regulation.

#### 12.0 UNUSUAL OCCURRENCES OR CRIME

- 12.1 Unusual Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Clients, Contractor personnel, or visitors shall be reported by Contractor within twenty-four (24) hours to the local health officer and to County by telephone and in writing, or email.
- 12.2 Crime related occurrences, such as theft or vandalism, must be reported by Contractor within twenty-four (24) hours to the local police or sheriff by filing a police report and to County by telephone and in writing or email. Contractor shall also prepare and retain an incident report on file and shall include a copy of the filed police report. Contractor shall maintain all incident reports in a manner consistent with Appendix A (Sample Contract) Paragraph 8.38 -

Record Retention and Inspection/Audit Settlement. Contractor shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

### 13.0 EMERGENCY AND DISASTER PREPAREDNESS

13.1 Notwithstanding Contractor's and County's contractual objective to provide Services to eligible persons, Contractor shall make Services available to any person impacted by a nationally - or state-declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency ("FEMA") or State Office of Emergency Services ("OES") funds with which to reimburse Contractor for funds expended.

13.1.1 Contractor must have a written emergency plan on file describing how Services will be maintained in the event of a disaster or emergency.

13.1.2 Contractor must maintain a registry of Clients with contact information for emergency purposes.

13.2 Contractor shall develop and have on file a written Business Continuity Plan ("BCP") that describes how Contractor will reduce the adverse impact of any emergency event, as referenced in 13.1, to Clients as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractor shall make the BCP available to its employees, volunteers, and Subcontractors, for reference before, during, and after such emergency event disruptions.

### 14.0 LICENSES AND CERTIFICATIONS

14.1 Contractor shall obtain and maintain, during the term of this Contract, for Contractor and all staff, all appropriate licenses, permits and certificates required by all applicable County, State of California and/or federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder, including, but not limited to Business Licenses, Fire Department Inspection Reports, DMV reports and certifications, Certificates of Insurance as indicated in Appendix A (Sample Contract) Paragraph 8.24 - General Provisions of All Insurance Coverage and Paragraph 8.25 - Insurance Coverage.

14.2 Prior to the execution of this Contract , and in cases of new staff or staff with updated licenses, permits or certifications, Contractor shall provide copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update. Copies shall be

sent to County's Contract Manager listed in Appendix A (Sample Contract) Exhibit E - County's Administration.

## 15.0 TRAINING

- 15.1 Contractor is responsible for ensuring its staff, including both employees and volunteers, both existing and new, are properly trained in all areas related to providing Services. Staff must be qualified, sufficient in number to deliver the Service(s) adequately, and capable of establishing effective communication with the Clients as well as other network contractors.
- 15.2 Contractor shall develop and implement an internal staff training policy, including orientation to all new staff (which shall include employees and volunteers).
- 15.3 The Contractor's Project Director shall ensure that all appropriate Contractor employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session. Contractor may also attend training opportunities outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Services. Failure to attend mandated trainings shall be considered noncompliance with this Contract, and may result in further action pursuant to Appendix A (Sample Contract Paragraph 9.13 - Probation and Suspension, and any other applicable Contract provisions.

## 16.0 MEETINGS

- 16.1 Contractor shall attend all mandated meetings called by County Director, or authorized designee. Contractor shall be given at least seven (7) days advance notice of all scheduled meetings with County. Failure to attend mandated meetings shall be considered noncompliance with this Contract, and may result in further action pursuant to Appendix A (Sample Contract) Paragraph 9.13 - Probation and Suspension, and any other applicable Contract provisions.
- 16.2 Contractor staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County and held at a County facility or another site, as determined by County. Contractor may also choose to attend educational or training opportunities outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial

for the delivery of Services, as well as other meetings designated by the County.

## 17.0 COLLABORATIONS

- 17.1 Contractor must form collaborations with County and City of Los Angeles contractors providing Services, and other community organizations providing similar or related functions to the Services required in this Contract in order to ensure comprehensive and coordinated service delivery and to prevent unnecessary duplication of Services. Contractor is encouraged to share vital assessment information with other agencies providing Services to the Clients. However, in sharing information with other agencies, Contractor must respect Client confidentiality rights, adhere to applicable confidentiality regulations and Contract requirements, and follow appropriate protocols.
- 17.2 Contractor shall establish procedures to protect all Client information consistent with the terms of this Contract, any amendments thereto, and all applicable laws; and, shall not disclose Client information without written consent from County and the Client.

## 18.0 LOCATION OF SERVICE AND HOURS OF OPERATION

- 18.1 Contractor shall maintain an office in Los Angeles County.
- 18.2 Contractor shall provide Services, at a minimum, Monday through Friday, excluding County recognized holidays, from 8:00 a.m. through 5:00 p.m. Contractor may extend their hours of operation during the weekends and County recognized holidays.
- 18.3 Contractor shall publicly display at all Contractor office locations/sites the days and hours of operation for the provision of contracted Services. Contractor shall ensure that availability for Services is appropriate for the demographics associated with the Service area (site location).
- 18.4 Contractor shall inform County in writing and receive a written County approval at least sixty (60) days prior to relocation of Contractor's office or site location(s).
- 18.5 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall

be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990.

- 18.6 Prior to modifying or terminating Services, or revising hours of service delivery at a previously designated location(s), and before commencing such Services at any other location, Contractor shall obtain written consent of the Director of County, or authorized designee, and shall comply with Appendix A (Sample Contract) Paragraph 9.9 - Modifications, as applicable.

18.7 Safety and Working Conditions

Contractor shall observe all applicable local, State and federal health and safety standards. Contractor shall ensure that all Clients and Contractor employees and volunteers in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code Section 6300 et seq.), are not required or permitted to work, be trained or receive Services under working conditions which are unsanitary, hazardous, or otherwise detrimental to a person's health or safety.

19.0 MULTILINGUAL CAPABILITIES OF CONTRACTOR'S STAFF

- 19.1 Contractor must provide Services in the primary/native language of the Clients with limited or no English speaking capabilities. Contractor shall make an effort to employ employees and recruit volunteers who are bilingual or who are fluent in the threshold languages of the community. Contractor shall not require any Client to provide his/her own interpreter.
- 19.2 Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served by Contractor. In addition, Contractor and its employees, including volunteers, are expected to develop cultural competency and cross-cultural skills. Contractor must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Clients to reflect the ethnic and cultural needs of the community being served.

20.0 GREEN INITIATIVES

- 20.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 20.2 Contractor shall notify County's Contract Manager of Contractor's green initiatives prior to commencement of this Contract.

## 21.0 CONTRACT DOCUMENT DELIVERABLES

21.1 Contractor shall complete and submit to County certain deliverable documents as specified herein. Upon commencement of this Contract and annually thereafter (or as otherwise established by County), Contractor shall submit the following deliverables in the form and manner that is prescribed by County:

21.1.1 Contract Compliance Documents (as described in Sub-paragraph 21.3)

21.1.2 Business Forms (as described in Sub-paragraph 21.4)

21.1.3 Reporting Documents (as described in Sub-paragraph 21.5)

21.2 Contractor's failure to submit documents required or requested by County in a timely manner may result in suspension of payments or other remedies as determined by County pursuant to the provisions of this Contract.

21.3 Contract Compliance Documents:

21.3.1.1 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents:

21.3.1.1.1 Business License: When the local governing authority requires Contractor's organization to obtain a license to operate and conduct business within its jurisdiction, Contractor shall obtain such license to perform the Services outlined in this Contract. The local governing authority may be either the local city government for entities doing business within its city's limits or County of Los Angeles for entities located outside of city limits (i.e., unincorporated areas or designated cities). Contractor shall ensure that the license is current throughout the entire term of this Contract. Contractor shall provide a current copy of its license to County annually (or upon expiration, as noted on the license).

21.3.1.1.2 Certificate of Insurance: The certificate shall evidence Contractor's compliance with the insurance requirements outlined in Appendix A (Sample Contract) Paragraphs 8.24 - General Provisions for all Insurance Coverage and 8.25 - Insurance Coverage.



21.3.1.1.3 Fire Department Inspection Report: For each Service site that Client (as defined in Appendix A (Sample Contract) Exhibit J - Definitions) will visit, Contractor shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by Los Angeles County Fire Department or by Contractor's local fire department, and Contractor shall obtain a written report of the inspection which shall be provided to County annually. In the event that violations are noted on the inspection report, Contractor shall ensure that it complies with all corrective measures as directed by the fire department. Contractor shall provide to County written evidence of its compliance within five days of receiving such evidence from the fire department.

21.4 Business Forms: Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Business Forms:

21.4.1 Articles of Incorporation: This document, which evidences the legal formation of Contractor's organization, shall reflect Contractor's current legal name; and, County shall use this document as verification of Contractor's name. In the event there are any amendments or addendums to the articles of incorporation, Contractor shall provide copies of such amendments/addendums to County within five days of said amendments/addendums being finalized.

21.4.1.1 When Contractor's organization is a local government or a consortium of local governments, Contractor shall provide either a city charter or a joint powers agreement, respectively, in lieu of the articles of incorporation.

21.4.2 Board of Directors' Resolution: A resolution which provides written evidence to support the delegated authority that Contractor's organization has vested in its Authorized Representative (as defined Appendix A (Sample Contract) Exhibit J – Definitions), who will act on behalf of Contractor pursuant to Appendix A (Sample Contract) Paragraph 8.3 - Authorization Warranty. Such written evidence shall adhere to the following requirements:

21.4.2.1 If Contractor is a public entity (defined as the government of the United States; the government of a

State or political subdivision of a State; or an agency of the United States, a State, or a political subdivision of a State; or any interstate governmental agency), Contractor shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g., Board of Supervisors, City Council, etc.) to County. If Contractor is a private nonprofit entity, Contractor shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.

- 21.4.2.2 Contractor's resolution, order, motion or other authorization shall contain the following elements: reference this Contract number; authorize execution of this Contract; identify Contractor's Authorized Representative who will execute the original Contract and any subsequent amendments to this Contract; and, approve and accept Contract Funds (as defined in Exhibit J (Definitions) of the Contract). In the event that there is a change in Contractor's Authorized Representative, Contractor shall provide County a revised resolution, order, motion or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.
- 21.4.2.3 Bylaws: This document shall reflect the internal rules which govern Contractor's organization and are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. In the event that the bylaws are amended, Contractor shall provide such amendments to County within five days of them being approved.
- 21.4.2.4 Complaint Policies and Procedures: Contractor's policies and procedures for receiving, investigating and responding to Client complaints shall be prepared and submitted to County pursuant to the requirements outlined in Appendix A (Sample Contract) Paragraph 8.5 - Complaints.
- 21.4.2.5 Direct Deposit Authorization Form: Document completed by Contractor for purposes of authorizing payment for Services to be received through direct

deposit into Contractor's bank account. County shall provide the form to Contractor upon commencement of Contract.

- 21.4.2.6 Monthly Certification for Applicable Health Benefit Payments: This document certifies Contractor's payment of health benefits to its employees and is only applicable when Contract falls within the requirements outlined County's Living Wage Ordinance (Los Angeles County Code Chapter 2.201). County shall provide the form to Contractor upon commencement of Contract, and Contractor shall complete and submit it (along with each invoice) to County on a monthly basis or as otherwise directed by County.
- 21.4.2.7 Organization Chart: The chart shall provide an outline of the hierarchy, relationships and relative ranks of Contractor's organizational parts and positions/jobs as it relates to the operations of this Contract. In the event that Contractor revises its organization chart, a copy shall be provided to County within five days of any change in its organization chart.
- 21.4.2.8 Payroll Statement of Compliance: This document certifies Contractor's adherence to the living wage payroll requirements and is only applicable when Contract falls within the requirements outlined County's Living Wage Ordinance (Los Angeles County Code Chapter 2.201). County shall provide the form to Contractor upon commencement of Contract, and Contractor shall complete and submit it (along with each invoice) to County on a monthly basis or as otherwise directed by County.
- 21.4.2.9 Subcontract: An executed third-party agreement (as defined in Appendix A (Sample Contract) Paragraph 8.40 - Subcontracting and Exhibit J - Definitions, and any amendments or addendums thereto, shall be provided to County within five days of the execution of that agreement, amendment and addendum.
- 21.4.2.10 Tax Status Letter: Written documentation that is obtained from the Internal Revenue Service, must evidence Contractor's tax status. When Contractor is

a non-profit entity, such evidence must reflect Contractor's tax-exempt status. In the event Contractor's tax status changes, Contractor shall provide County a copy of its new status within five days of any change in its tax exempt status.

## 21.5 Reporting Documents

21.5.1 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Reporting Documents:

21.5.1.1 Closeout Report: This report shall adhere to the requirements outlined in Sub-paragraph 6.2 (Close-Out Reports) above.

21.5.1.2 Program Income Statement Report: This report shall adhere to the requirements outlined in Sub-paragraph 6.3 (Program Income Statement Report) above.

21.5.1.3 Other Documents: From time-to-time, County or its designee(s) may request other documents relating to Contractor's performance, Work and/or Services. County shall not be unreasonable in its request and Contractor shall adhere to County's request for such documents.

## 22.0 PROGRAM SUPERVISION, MONITORING AND REVIEW

Services hereunder shall be provided by Contractor under the general supervision of County. County shall have the right to supervise, monitor, and specify the kind, quality, appropriateness, timeliness, and amount of the Services and the criteria for determining the persons to be served. Contractor agrees to extend to County, authorized State representatives, and authorized federal representatives, the right to review and monitor Contractor's facilities, programs, records, or procedures at the discretion of County, State and federal representatives.